

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
CINCINNATI DIVISION**

LISA DeFRANK, HOLLIS STAVN, and
CHRIS GARCIA, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

SAMSUNG ELECTRONICS AMERICA,
INC.,

Defendant.

Case No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiffs Lisa DeFrank, Hollis Stavn, and Chris Garcia (“Plaintiffs”) hereby file this class action complaint on behalf of themselves and all others similarly situated, by and through the undersigned attorneys, against Defendant Samsung Electronics America, Inc. (“Samsung” or “Defendant”) and allege as follows based upon personal knowledge as to themselves and their own acts and experiences and, as to all other matters, upon information and belief based upon, *inter alia*, investigations conducted by their attorneys.

NATURE OF THE CASE

1. This case involves Samsung’s design, manufacture, marketing, and sale of clothes drying machines (“Dryers”) with a faulty design or manufacturing process that resulted in cracked drums (the “Defect”), ultimately rendering the Dryers unusable for their ordinary purpose.

2. The Defect occurs in both gas and electric dryers designed, manufactured, marketed and sold by Samsung (“Class Dryers”)¹.

¹ The “Class Dryers” include the Model Numbers listed on Attachment A hereto, which is incorporated herein.

3. Prior to the Class Dryers becoming useless, the Defect generally causes a loud noise throughout a consumer's home, and also damage to consumers' clothing. In some instances, when the crack exposes the Dryers' heating element, lint build-up increases the risk of a fire in consumers' homes.

4. The only effective means of resolving the problems caused by the Defect is the replacement of the Class Dryers' drums. Replacement drums and related parts generally cost several hundred dollars. The consumer must also either hire a professional to install the replacement drums, which could cost several hundred additional dollars, or attempt self-installation, expending one's own time and effort with no promise of success.

5. The Defect is so widespread that the Internet is replete with how-to guides for consumers to try and remedy the Defect in Samsung's Dryers.²

6. The Defect is the result of many factors, including but not limited to Samsung's use of thin-gauge steel in the drums and/or defective fly wheels which cause the drums to crack, which sometimes exposes the heating element so that lint build-up increases the risk of a fire in the Dryers.

7. At the time Samsung sold the Class Dryers, it failed to adequately disclose to consumers that they were defectively designed and/or manufactured with the Defect, and susceptible to failure.

8. Plaintiffs, individually and on behalf of the Class defined below, seek to obtain relief from Samsung, including, *inter alia*, damages and declaratory relief.

9. Specifically, this class action is brought to remedy violations of law in connection with Samsung's fraudulent and deceptive marketing and pricing scheme relating to the Class Dryers. Samsung represents, through advertising to potential customers, that the Class Dryers are safe, capable of silently, efficiently and effectively drying clothes, when they are not.

² See, e.g., <https://www.youtube.com/watch?v=1pRoh8PzaI0> (last visited Apr. 24, 2018); <https://www.youtube.com/watch?v=0WIhzh86qLY> (last visited Apr. 24, 2018).

10. Samsung's marketing techniques are false and misleading in that a reasonable consumer would believe that the Class Dryers are capable of adequately drying clothes in a silent, efficient and effective manner, when their cracked drums actually cause damage ultimately rendering them unsafe and useless, and also result in loud noises during use, as well as damage to consumers' clothing, and an increased risk of fire when the crack exposes the heating element.

11. Samsung also inflates its Dryer prices to reflect their purported drying capabilities. As a consequence of this scheme, consumers across the nation are paying more than they would otherwise pay if the true facts were disclosed by Samsung, and consumers are receiving a lower quality product than is represented in Samsung's advertising.

12. Accordingly, Plaintiffs bring this action to redress Samsung's violations of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et seq.*; the California False Advertising Law, Cal. Bus. & Prof. Code §§ 17500 *et seq.*; the California Consumer Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*; the New Jersey Consumer Fraud Act, N.J. Stat. Ann. §§ 56:8-1, *et seq.*; the New Mexico Unfair Practices Act, N.M. Stat. Ann. §§ 57-12-1, *et seq.*; the Ohio Consumer Sales Practices Act, Ohio Rev. Code Ann. §§ 1345.01 *et seq.*; the Ohio Deceptive Trade Practices Act, Ohio Rev. Code Ann. Ch. 4165; and the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3), as well as fraud, negligent misrepresentation, and unjust enrichment claims.

JURISDICTION AND VENUE

13. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332 of the Class Action Fairness Act of 2005 because: (i) there are 100 or more class members, (ii) there is an aggregate amount in controversy exceeding \$5,000,000, exclusive of interest and costs, and (iii) there is minimal diversity because at least one plaintiff and Defendant are citizens of different states. This Court also has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367.

14. Venue is proper in this judicial District pursuant to 28 U.S.C. § 1391 because

Samsung has advertised in this District and received substantial revenues and profits from its sales of Dryers which it has directed into the stream of commerce in this District therefore, a substantial part of the events or omissions giving rise to the claims occurred in this District, and Defendant is subject to personal jurisdiction in this District. While Defendant is a foreign company, Ohio is the location where a number of the class members bought the Samsung Dryers, where two of the Plaintiffs reside, and where many the Defects occurred, causing injuries to the Plaintiffs and the Class. Defendant also actively advertises and markets its Samsung Dryers in the Ohio market and the market provides a significant share of corporate income for Samsung. Copies of this Complaint will be served on the Attorney General for the state of Ohio and all those required by the law pursuant to Ohio statutes.

PARTIES

Plaintiff Lisa DeFrank

15. Plaintiff Lisa DeFrank (“Plaintiff DeFrank”) is a resident of Ohio.
16. In approximately 2013, Plaintiff DeFrank purchased a Class Dryer for her household’s personal use, Model No. DV331AEW/XAA.
17. Plaintiff DeFrank had the subject Dryer installed, maintained and repaired consistent with Samsung factory recommendations, and at all times used and maintained the machine consistent with expected use for a household dryer.
18. Following her purchase of the Dryer, Plaintiff DeFrank eventually noticed that her Dryer had a cracked drum so large that it snagged clothes in the gaping hole. Once the drum had cracked (as depicted in the photo below), Plaintiff DeFrank experienced damage to clothing which she attempted to dry using the Dryer.



19. Plaintiff DeFrank contacted Samsung regarding her Dryer's cracked drum, but received no relief from Samsung.

Plaintiff Hollis Stavn

20. Plaintiff Hollis Stavn ("Plaintiff Stavn") is a resident of California.

21. In approximately July 2013, Plaintiff Stavn purchased a Class Dryer for his household's personal use, Model No. DV365ETBGWR.

22. Plaintiff Stavn had the subject Dryer installed, maintained and repaired consistent with Samsung factory recommendations, and at all times used and maintained the machine consistent with expected use for a household dryer.

23. Following his purchase of the Dryer, Plaintiff Stavn eventually noticed that it was creating a loud noise during use, and observed that the drum had cracked when he looked inside

the machine. Once the drum had cracked, Plaintiff Stavn began experiencing damage to clothing which he attempted to dry using the Dryer.

24. To address the cracked drum, Plaintiff Stavn scheduled a service appointment with Nordic International, a local company. Upon inspection of Plaintiff Stavn's Dryer, Nordic International advised him that the drum was in fact cracked, the wheel was bent and that the machine "was beyond reasonable repair."

25. Plaintiff Stavn was further advised by Nordic International that he would need a second service visit and be required to obtain a "7000 number" to receive reimbursement by Samsung for the Dryer.

26. Therefore, Plaintiff Stavn contacted Samsung by both phone and computer chat regarding his Dryer's cracked drum.

27. Through a January 6, 2018 computer chat with Samsung, Plaintiff Stavn was advised that Defendant could do nothing further to address the Dryer's cracked drum until he was able to obtain a "7k ticket number," but the chat attendant was unable to provide it to him.

Plaintiff Chris Garcia

28. Plaintiff Chris Garcia ("Plaintiff Garcia") is a resident of New Mexico.

29. In approximately 2015, Plaintiff Garcia purchased a Class Dryer for his household's personal use, Model No. DV48J7770EP/A2.

30. Plaintiff Garcia had the subject Dryer installed, maintained and repaired consistent with Samsung factory recommendations, and at all times used and maintained the machine consistent with expected use for a household dryer.

31. Following his purchase of the Dryer, Plaintiff Garcia eventually observed that the drum in his Dryer was falling apart piece by piece, as depicted in the photograph below, and destroying clothes with every load.



32. Plaintiff Garcia contacted Samsung regarding his Dryer's cracked drum, but received no relief from Samsung.

The Defendant

33. Defendant Samsung is a corporation duly organized and existing under the laws of the State of New Jersey with its American headquarters and principal place of business located at 85 Challenger Road, Ridgefield, New Jersey 07660-2118

34. Samsung markets, advertises and sells the subject Dryers throughout the United States, including in California, New Jersey, New Mexico, and Ohio.

TOLLING OF STATUTES OF LIMITATIONS

35. Any applicable statute(s) of limitations have been tolled by Samsung's knowing and active concealment and denial of the facts alleged herein. Plaintiffs and the members of the

Class could not have reasonably discovered the true, latent nature of the Defect until shortly before this class action litigation was commenced.

36. Samsung was and remains under a continuing duty to disclose to Plaintiffs and the members of the Class the true character, quality and nature of the Dryers, and that the Defect results from a poor design and/or failures in the manufacturing process, will damage consumers clothing, poses a safety risk, and will cause Class members to pay out of pocket costs to repair their Dryers. As a result of Samsung's active concealment, any and all applicable statutes of limitations otherwise applicable to the allegations herein have been tolled.

FACTUAL ALLEGATIONS

A. The Defect within Dryers.

37. Samsung is the manufacturer, producer, distributor, and seller of numerous home appliances and other electronic products, including gas and electric dryers, throughout the United States.

38. Samsung markets its goods directly to the consumer through its website and nationwide advertisements, and sells its products through leading retailers in the United States, such as Home Depot, Lowes, Sears, Best Buy, and JCPenney, as well as other more local retailers and online retailers, such as Amazon.com.

39. Samsung markets its products as state-of-the-art, first-class, and high-end, especially when compared with other machines.

40. Samsung also provides consumers who purchase the Class Dryers with a one-year warranty for "Parts and Labor" from the date of the original retail purchase. Under this warranty, Samsung has committed to provide parts and labor to repair or replace defective parts. Moreover, Samsung provides consumers with a two-year warranty for its Dryers' "control board (part)."³

41. In every sale of its Dryers, Samsung warrants that the Dryers are or were free from defects.

³ See, e.g., <https://www.samsung.com/us/support/service/warranty/DV210AEW/XAA> (last visited Apr. 24, 2018).

42. These assertions by Samsung, however, were false, as every Class Dryer was manufactured with an inherent defect that ultimately resulted in a cracked drum for all consumers who purchased a Class Dryer.

43. Samsung failed to disclose the Defect to consumers in any of its marketing, nor did it ever disclose the Defect to consumers at the point when they purchased the Class Dryers, or at any point thereafter.

44. Instead, consumers were forced to discover the Defect on their own, forced to decipher what actually was wrong when their Dryers began having problems, and forced to repair the Defect (and any related damages) at their own expense.

B. Samsung's longstanding knowledge of the Defect.

45. Samsung is undeniably aware of the Defects within the Class Dryers, not only because the online forum that it hosts includes multiple articles about the Dryers' cracked drums, but also because of countless complaints made online at third-party sites, including Amazon.com. These complaints, some of which are included below, evidence Samsung's awareness of the Defect and the inappropriateness of its failure to address the Defect in any way.

46. A sampling of the customer complaints on the Samsung Community forum includes:

Consumer No. 1:

Hi have not had a response to my ticket # 2143663732 concerning my cracked dryer drum. I will be contacting Massachusetts consumer office about this. I responded to an email and have heard nothing in return. -- Mary

Samsung Response (by Samsung Cole):

Hello Mary, very sorry to hear you haven't gotten a reply. I was able to look into this ticket for you. Regretfully this type of damage would not be covered under any Samsung limited warranties. Samsung would be happy to send out a technician, however the out of warranty fees would apply. If you have questions on what the warranty covers or does not cover, you are welcome to visit <http://www.samsung.com/us/support/service/warranty/DV210AEW/XAA>⁴

⁴ Posted at <https://us.community.samsung.com/t5/Washers-Dryers/Cracked-dryer-drum/td-p/62613> by Mary on Apr. 24, 2017(last visited Jan. 8, 2018).

Consumer No. 2:

I have the same problem. Badly cracked drum on my 13 month old Samsung dryer. This is the thinnest gauge metal I have ever seen. This should be recalled and paid for free of charge. From what I can tell, this problem is being ignored by Samsung. I guess its not high profile enough....it hasn't blown up on a plane or anything. (Note 7 phone) Mine is going to cost \$400 to fix. Stuck \$250 into it a month ago to have a plastic gear that makes the drum turn replaced. Will soon have more in repairs then in purchase price for this unit. Sad state of affairs. Won't be buying anything Samsung ever again.⁵

Consumer No. 3:

I have the same problemcracked dryer drum after 13 months as well. Of course I got the "out of warranty...so sorry" song and dance. The dryer is made out of the thinnest metal known to man. Of course its going to fail. They seem to have it set up to last the 12 months of warranty and then to go kaput soon thereafter. No sympathy or help when I called the 800 number. \$400 to fix. They did give me the name of a supplier that might have reduced prices on drums. Wow. Thanks Samsung. No more Samsung products for me. . . .⁶

Consumer No. 4:

I can't believe my dryer has broken after just 15 months. It has a cracked drum. No fault of ours. Samsung, of course, will not do anything about it because it is "out of warranty". This is simply pathetic since they are knowingly selling a sub-par product. Never again!!! I am done with Samsung for good. . . . The way I found out it was a drum was by calling an appliance repair company to come assess it. He didn't even need to come. He also knew it was a Samsung before I ever mentioned it because this problem is sooo common. . . .⁷

Consumer No. 5:

So here I am, another one of hundreds, maybe even thousands of people whose dryer drum cracked. This is just ridiculous. My dryer is only 8 months old and the drum already cracked and has a hole with a diameter of about 3 inches. I have never ever had an issue like this with any dryer for my entire life. But then again I have never owned a Samsung dryer before I guess I shall need to go back to a better quality company like GE or Maytag or something else. I have just been washing and drying normal clothing garments. Nothing out of the ordinary. I couldn't believe this happened. I have been trying to file a warranty request with Samsung for the past month, which they are making it completely difficult to do. This is the absolute worst customer service I have ever encountered. I finally decided to do some research tonight and actually found out that i was not alone with this problem. There are many of you out there having the same issue as I am. Obviously Samsung is making a very cheap and horrible quality product. These

⁵ Posted at *id.* by useraYqNZRbPPt on Jan. 24, 2017 (last visited Apr. 24, 2018).

⁶ Posted at *id.* by useraYqNZRbPPt on Jan. 26, 2017 (last visited Apr. 24, 2018).

⁷ Posted at *id.* by user sn2LMN8kqr on May 18, 2017 (last visited Apr. 24, 2018).

dryers should be recalled!! This is absurd. Seems like no one can get the company to fix this issue. . . .⁸

Consumer No. 6:

We purchased a Samsung dryer (Model # DV48J7770EP/A2) in Jun 2016. A few weeks ago it started making a noise. We checked inside and found a 2 inch crack in drum. It continued to work until 12.6.17 when it spun once, and stopped. Check internet and find 1000s of complaints about cracked drum issues. Clearly Samsung has a problem and cannot adequately design a drum that doesn't break. Other owners of these dryers (and they seem to run the gamut, model numbers are all different, so whatever Samsung dryer you have expect the cracked drum within 18 months) point out the thin gauge steel as well as a defective fly wheel and other underlying defects that cause the drum to crack.

We called Samsung last night said and they that as a "courtesy" they have extended the warranty on these drums and will send us a new one, but we have to pay to have it installed. Samsung customer service says that they have had "very very few" complaints about cracked dryer drums and that they sell "millions" of these dryers. Oh really? Then I guess the *hundreds* of web sites hosting *thousands* of complaints for this EXACT issue are all "fake news"?⁹

Consumer No. 7:

Identical cracks to mine.

Appliance retailer totally agreed mfg defect but they too had no luck getting Samsung to stand behind it. So, sianara Samsung.

My retailer did what Samsung should have by prorating my machine towards another new one. I can happily say I no longer have a Samsung dryer, put the prorated towards a better brand.¹⁰

Consumer No. 8:

I'm in the same boat. Mine started as a small crack, and now it is over a foot long and widening. I don't have the 450 they said it'd take to replace it let alone like 2,000 to get a comparable washer and dryer set. 🙄 I don't want to waste that much money if I will continue to have the same problem. I've called Samsung

⁸ Posted at https://us.community.samsung.com/t5/forums/v3_1/forumtopicpage/board-id/WashersDryers/thread-id/1147/page/3 by Jcompanion on Nov. 16, 2017, last edited Nov. 18, 2017 by SamsungGill (last visited Apr. 24, 2018).

⁹ Posted at *id.* by userKHjHOLsXPN on Dec. 7, 2017 (last visited Apr. 24, 2018).

¹⁰ Posted at https://us.community.samsung.com/t5/forums/v3_1/forumtopicpage/board-id/WashersDryers/thread-id/1147/page/5 by user1bfmBEJ1PZ on Jan. 1, 2018 (last visited Apr. 24, 2018).

twice and have gotten no where. I bought mine at Sears and have a date for them to look at it, but it's not their mistake to fix, just frustrating. . . .¹¹

Consumer No. 9:

I'm on my fifth drum. Same thing. Cracked every time. Samsung will do nothing. I've contacted our local call for action, we'll see if that gets me anywhere!¹²

Consumer No. 10:

Stop playing game, Samsung. I need a solution. I need cracked drum to be fixed free of charge. The dryer is still under warranty. I don't need an email "are you able to receive this"¹³

Consumer No. 11:

I [am] having the same issue with my samsung dryer. The drum has cracks and a hole in it. It will not spin. I purchased the washer and dryer at the same time and this is completely unacceptable that this would happen with this dryer at all let alone within a couple of years of ownership. I will expect a prompt response from samsung regarding resolving this issue. Thank you.¹⁴

Consumer No. 12:

Another episode [of] let's ignore the customer. My dryer drum is cracked and Home Depot told me to contact Samsung. I called Samsung and got the same song and dance you all got. what a shame, I have another well known brand for many years with no issues. I took a chance on a Samsung and I get the privilege of paying \$400 for a [repair] of a defective product. There is no reason for this crack under normal household use.¹⁵

47. Further, many consumers who have purchased the Class Dryers on-line through Amazon.com have provided extremely negative ratings for them; for example, one model received an overall one-star rating from consumers with the following sample comments:

Consumer No. 13:

[one star]: Smaller items come out tattered and with holes. Worst dryer ever.¹⁶

¹¹ Posted at https://us.community.samsung.com/t5/forums/v3_1/forumtopicpage/board-id/WashersDryers/thread-id/1065/page/2 by userxQhpra31Bj on June 26, 2017 (last visited Apr. 24, 2018).

¹² Posted at *id.* by usersVMyhrG9uu on June 29, 2017 (last visited Apr. 24, 2018).

¹³ Posted at <https://us.community.samsung.com/t5/Washers-Dryers/Cracked-dryer-drum/td-p/62613/page/6> by userUFDqnVvK3v (Constellation) on Jan. 29, 2018 (last visited Apr. 24, 2018).

¹⁴ Posted at *id.* by userus7cP1sSan (Constellation) on Jan. 29, 2018 (last visited Apr. 24, 2018).

¹⁵ Posted at *id.* by user9S3vxgGi3X (Asteroid) on Feb. 5, 2018 (last visited Apr. 24, 2018).

¹⁶ Posted at *id.* <https://www.amazon.com/DV331AEW-Capacity-Electric-Venting->

Consumer No. 14:

Model DV331AEW - I am disappointed in our 18 month old Samsung dryer. It started to make a thumping noise a few months ago and when I inspected it, I saw the drum had cracked; a few months after the warranty period had expired. This is clearly a quality issue related to materials, workmanship, etc. A replacement drum will cost \$250 plus another \$150 to \$200 for labor. I don't know what the root cause is and thus have no confidence that the replacement drum will not do the same thing.¹⁷

Consumer No. 15:

purchased this dryer along with matching washer just shy of 2 years ago. Dryer drum cracked and after consulting with a local repair company learned that this is common with this dryer. Repairman put cost of replacement drum at around \$200 plus labor and no guarantee replacement drum would not also crack. Did some checking online and a number of other consumers had the same issue with this dryer. cutting my losses and will be purchasing a whirlpool or maytag dryer to replace this cheaply made expensive item. will not purchase anything Samsung in the future other than perhaps a TV. Would not recommend this product even though at the time Consumer Reports recommended it. Good luck finding a repairshop to fix it once damaged.¹⁸

Consumer No. 16:

We purchased the Samsung DV331AEW at a local retailer and had the drum develop a crack within 18 months. The repairman gave me a \$400 estimate which is close to what we paid for the dryer brand new during Black Friday. We will never, ever, ever, buy a Samsung appliance again. Very shoddy.¹⁹

Consumer No. 17:

Purchased less than 2 years and have thumping noise that has increased over time. Had a local tech come and take a look and he diagnosed it as a cracked that needs to be replaced. This seems to be a common problem with Samsung dryers. Called

[Adjustable/product-reviews/B004UH3I80/ref=cm_cr_arpd_show_all?pageNumber=1&sortBy=recent&reviewerType=all_reviews](#) by Arlene on Nov. 21, 2016 (last visited Apr. 24, 2018).

¹⁷ Posted at [https://www.amazon.com/DV331AEW-Capacity-Electric-Venting-](https://www.amazon.com/DV331AEW-Capacity-Electric-Venting-Adjustable/product-reviews/B004UH3I80/ref=cm_cr_getr_d_paging_btm_2?pageNumber=2&filterByStar=critical&sortBy=recent&filterByKeyword=drum)

[Adjustable/product-reviews/B004UH3I80/ref=cm_cr_getr_d_paging_btm_2?pageNumber=2&filterByStar=critical&sortBy=recent&filterByKeyword=drum](#) by Shawn O'Neal on June 8, 2013 (last visited Apr. 24, 2018).

¹⁸ Posted at *id.* by Jim B on Nov. 19, 2013 (last visited Apr. 24, 2018).

¹⁹ Posted at [https://www.amazon.com/DV331AEW-Capacity-Electric-Venting-](https://www.amazon.com/DV331AEW-Capacity-Electric-Venting-Adjustable/product-reviews/B004UH3I80/ref=cm_cr_getr_d_paging_btm_1?pageNumber=1&filterByStar=critical&sortBy=recent&filterByKeyword=drum)

[Adjustable/product-reviews/B004UH3I80/ref=cm_cr_getr_d_paging_btm_1?pageNumber=1&filterByStar=critical&sortBy=recent&filterByKeyword=drum](#) by Rodney on Nov. 27, 2013 (last visited Apr. 24, 2018).

Samsung and they don't want to acknowledge the problem and don't want to offer any assistance since 1 yr warranty is over. Suggested using their \$300 1 yr warranty that would cover this. Totally disappointed with their attitude. . . .²⁰

Consumer No. 18:

Dryer is just over 2 years old, drum has cracked and it sounds like a shoe is in the dryer even when empty. It is currently unusable as the edges are jagged and can catch and tear clothes. Called Samsung, out of warranty tough luck, want to buy an extended warranty (1 year, so in 2 when it fails again I can pay them again) for about what it would cost to repair? So nice business model, sell a piece of crap, charge folks to get it fixed, never again Samsung. What happened to making durable appliances, Old dryer 20 years old and was still working when we "upgraded" to this pile of junk.²¹

Consumer No. 19:

Yup I've got the same cracked drum at the 2 year period(dryer is now 2 1/2 years old), seems to be an issue. It started out as a slight tick 6 months ago and now sounds like there's a pair of size 15 shoes in there. I also called warranty line and they would not acknowledge that this is a common problem(I hope everybody is calling in to report theirs). I did however get them to replace the faulty part but I still have to pay labor, at this point I will take it since it's cheaper than buying a new one. I still gave it 3 stars because the dryer functions great otherwise, decent drying times with large capacity. Outruns the washer so you can keep the process rolling. Maybe the new models will have the drum issue resolved, I guess I will find out in about 14 months! Samsung needs to recognize this as a problem, it will only hurt them down the road, maybe Amazon can give them a little nudge.²²

Consumer No. 20:

Our dryer has a cracked drum also. Started with clicking noise about 20 months of owning it and now the dryer has loud thumping noise whenever it is being used. Repair estimate at \$475.25 to replace drum. Would not recommend.²³

Consumer No. 21:

At 20 months (and with minimal use) a seam in the drum cracked. Based on other reviews, this is clearly a VERY COMMON PROBLEM with this product. Nearly \$500 to fix, with part and labor. Ridiculous! I will be calling SAMSUNG today, but not hopeful about getting proper and appropriate assistance- also based on reviews from other buyers who have been told to "get lost" essentially.²⁴

Consumer No. 22:

²⁰ Posted at *id.* by NR Palapati on Jan. 10, 2014 (last visited Apr. 24, 2018).

²¹ Posted at *id.* by Wendy on Feb. 1, 2014 (last visited Apr. 24, 2018).

²² Posted at *id.* by Jason w on March 22, 2014 (last visited Apr. 24, 2018).

²³ Posted at *id.* by Amazon Customer on April 2, 2014 (last visited Apr. 24, 2018).

²⁴ Posted at *id.* by Jeffery Z. on May 13, 2014 (last visited Apr. 24, 2018).

Have owned this dryer for almost two years and I have recently experienced the issue that everyone else is talking about. The cracked drum. This cracked drum makes the dryer completely useless, it has also ruined a pair of slacks that made it through the crack/hole. Also like everyone else has said, upon contacting Samsung, they claim this model has no documented issues. When I told them to google the issue (so they'd see it's all over the place), they then replied "Samsung does not recommend information available on third party websites."²⁵

Consumer No. 23:

I bought this in November 2015. After several months the dryer started making a thumping noise as it spun. At first we thought it was the clothes but then realized it did it when it was empty as well. I then noticed a crack in the drum along the back edge. I sent in all images and documents to get a warranty service request. Repair came out and looked at it and said it was a bad wheel, but would have to order the drum. He came back and replaced everything with out problem. Showed me the broken wheel and was confident it caused the drum to crack. I could not tell you which came first the broken wheel or the crack. Move forward to today. The thumping started this week again. I looked in the dryer and the drum is cracked again. Am I going to have to go through this every 7 months. I submitted a repair claim today but it is now out of warranty. Should get a response next week and will post the results.²⁶

Consumer No. 24:

[Y]ep, add us to the loonng list of unhappy Samsung dryer owners. I've been posting this around on various websites to reivew and warn buyers away from this poor product. Tomorrow I will be contacting the District of Columbia Consumer Protection agency to lodge a complaint.

Purchased this dryer in Jun 2016. A few weeks ago it started making a noise. We checked inside and found a 2 inch crack in drum. It continued to work until today when it spun once, and stopped. Check internet and find 100s of complaints about cracked drum issues. Clearly Samsung has a problem and cannot adequately design a drum that doesn't break. Samsung said that as a "courtesy" they have extended the warranty on these drums and will send us a new one, but we have to pay to have it installed. Outrageous. Do yourself a favor and STAY AWAY from Samsung for dryers. FWIW I do have a Samsung washer purchased at the same time, which seems to be fine so far. Now I am terrified it will break as well. My last dryer (Kenmore) lasted 14 years.²⁷

²⁵ Posted at *id.* by Derek on Oct. 6, 2014 (last visited Apr. 24, 2018).

²⁶ Posted at <https://us.community.samsung.com/t5/Washers-Dryers/Second-Cracked-Dryer-Drum-DV45H7000EW-A2/td-p/59775> by [user7gpdviejhcE](#) on Jan. 14, 2017 (last visited Apr. 24, 2018).

²⁷ Posted at <https://us.community.samsung.com/t5/Washers-Dryers/Second-Cracked-Dryer-Drum-DV45H7000EW-A2/td-p/59775/page/2> by [serkHjHOLsXPN](#) on Dec. 6, 2017 (last visited Apr. 24, 2018).

48. Further, consumers have also complained about the cracked drums in their Samsung Dryers at other third-party websites, including the following:

Consumer No. 25:

Cracked dryer drum - Samsung Dryer Model DV218AEWXAA. It's been almost three years ago now that we bought a new Samsung front load washer and dryer. After a little over a year we had the drum crack in the dryer on the weld line, Samsung replaced it. Well, then after a year and two months the same thing happened again, at first Samsung said they would replace the part but not pay for the labor, but when we actually tried to get them to do it, they said they wouldn't do that either as they had said the wrong thing because it was two weeks past the warranty. We have called numerous times and talked to many different people at Samsung with the same answer, we can't do anything for you. Obviously this is a defective product, who has even heard of this happening once, let alone two times in a three year period. I will not buy any more Samsung Appliances and their customer service really stinks.²⁸

Consumer No. 26:

Hi, I searched the forums for this topic, but didn't find it. From what I understand elsewhere on some forums and Amazon.com, this dryer has a TON of trouble with the drum cracking and separating. Mine started about a year ago and it's to the point now where I don't know if it's safe to continue using even on light loads. I won't bore you with the details from the call to Samsung. Just know that they WILL NOT stand behind the craftsmanship.

The replacement drum (part DC97-14849A) runs from \$206 to \$299. Are there any alternative part numbers that I could substitute?²⁹

Consumer No. 27

First off, I'd like to say I've been a pretty dedicated purchaser of Samsung products, especially electronics. I have around 20-30 Samsung products including phones, tablets, hard drives, solid state drives, flash drives, point-and-shoot camera, speakers, etc. Because of my faith in them in those areas, I decided to purchase Samsung appliances when I bought my home even though they hadn't been in the space as long as their competitors. I purchased a Samsung DV350AEW dryer in January of 2012 and by November of 2014 the dryer drum formed a crack along the weld. This review is of Samsung Dryers in general as they are likely to use the same parts or manufacturing process and principles in their newer models. Besides, who looks at a review of a 5 year old model when

²⁸ Posted at <http://samsung-reviews.measuredup.com/Complaint-Cracked-dryer-drum-55853by-upsetaboutdryer> (undated) (last visited Apr. 24, 2018).

²⁹ Posted at <http://forum.partsdr.com/showthread.php?2384-Samsung-Dryer-Cracked-Drum> by brantb24 on Feb. 9, 2016 (last visited Apr. 24, 2018).

those aren't offered in stores anymore? In summary of my experience, the crack causes a loud thumping sound and clothes have gotten caught and torn in the crack, and Samsung initially refused to cover the defective item and then persuaded me into paying for a Repair Request under the premise that if the item was found as defective, they would cover the repair costs. Samsung refuses to repair it now even though the Samsung Tech that came out (at my cost) decided that the item was defective and sent pictures back to Samsung. This defect is experienced by many people online which some happening in less than 1 year and therefore under warranty. Samsung says they never made that claim/offer to me and I've had the event escalated to review the recorded phone call. Dryers should last at least 10 years. For this to have a 1 year warranty instead of covering ALL manufacturers 2019 defects makes buying Samsung washer and dryers a very poor decision. Find something better or a Company that is willing to stand behind their products. Don't expect new Samsung dryers to have this issue resolved either because they haven't extended their warranty period as proof.³⁰

Consumer No. 28

Both Front End Washer and Dryer are 4 years old. Recent technician visit cost \$170 to diagnose the following: Washer Complaint: Samsung front load washer does not wash well, and it is extremely noisy in its spin cycle. It sounds like a construction site in your laundry room. Technician: that's normal. Dryer Complaint: The dryer just started making a clacking noise while operating in all settings. The technician discovered that the dryer drum spot welded seam is cracking due to a faulty butt weld. (Drum cost to replace: \$250.00) Samsung top level Customer Service Agent received photos of the defect and said it's out of warranty so too bad... My wife and I have no children so this is a low utilization machine: My opinion: Samsung, never again!³¹

49. Samsung is also experienced in the design and manufacture of dryers, and likely conducts pre- and post-release testing on incoming batches of components, including the drums to be used in its dryers. Such tests are designed to verify that the parts are free from defects and comply with Samsung's specifications. As a result, Samsung knew or should have known that the drums used in its Class Dryers were defective and likely to pose a safety risk and cause damage to the appliances, noise in households, and damage to consumers' clothing items, costing Plaintiffs and Class members each hundreds of dollars in repairs and replacement costs for damaged clothing.

³⁰ Posted at <http://samsung-reviews.measuredup.com/Complaint-Dryer-drum-cracked-in-under-3-years-1060438530> by cap223 (last visited Apr. 24, 2018).

³¹ Posted at https://www.consumeraffairs.com/homeowners/samsung_washer.html?page=17 by Edward of Houston, TX on Oct. 17, 2016 (last visited Apr. 24, 2018).

50. Each of the Class Dryers is defectively designed and manufactured with a drum that cracks, causing noise in consumers' households, damage to their clothing, and potentially an increased risk of fire when the crack exposes the heating element so that lint build-up occurs.

51. Plaintiffs and Class members have suffered damages as a result of Defendant's deceptive practices, including but not limited to the fact that its Dryers become damaged to the point that they cannot be used, emit a loud and obnoxious noise, and damage consumers' clothing, so that consumers end up having to spend hundreds of dollars to fix the problem. Thus, Plaintiffs and Class members paid hundreds of dollars in exchange for a functioning dryer, only to be saddled with a substandard device that fails to perform the basic functions that consumers were promised.

52. The experiences, complaints, and warranty claims of Plaintiffs and the Class, along with Samsung's own website addressing these complaints and readily searchable third-party sites collectively demonstrate that Samsung was or should have been aware of customer complaints and experiences concerning the cracked drum defects in its Class Dryers. But despite this knowledge, Samsung failed to provide notice of the Defect to the Plaintiffs and Class, and/or implement any changes to cure the Defect associated with Samsung Dryers or the way Samsung markets and sells the Dryers to consumers.

CLASS ACTION ALLEGATIONS

53. Plaintiffs bring this action on their own behalf, and on behalf of the following Class pursuant to Fed. R. Civ. P. 23(a), 23(b)(2), and/or 23(b)(3). Specifically, the Classes consist of each of the following:

National Class:

All persons or entities in the United States who purchased one or more Dryers.

Or, in the alternative,

California Class:

All persons or entities in California who purchased one or more Dryers; and/or

New Jersey Class:

All persons or entities in New Jersey who purchased one or more Dryers; and/or

New Mexico Class:

All persons or entities in New Mexico who purchased one or more Dryers; and/or

Ohio Class:

All persons or entities in Ohio who purchased one or more Dryers.

54. Together, the National Class and the California, New Jersey, New Mexico, and Ohio Classes shall be collectively referred to herein as the “Class.” Excluded from the Class are Samsung, its affiliates, employees, officers and directors, persons or entities that purchased the Class Dryers for purposes of resale, and the Judge(s) assigned to this case. Plaintiffs reserve the right to modify, change or expand the Class definition after conducting discovery.

55. Numerosity: The Class is so numerous that joinder of all members is impracticable. While the exact number and identities of individual members of the Class are unknown at this time, such information being in the possession of Samsung and obtainable by Plaintiffs only through the discovery process, Plaintiffs believe that the Class consists of hundreds of thousands, if not millions, of persons and entities that were deceived by Samsung’s conduct.

56. Existence and Predominance of Common Questions of Fact and Law: Common questions of fact and law exist as to all members of the Class. These questions predominate over the questions affecting individual Class members. These common factual and legal questions include, but are not limited to:

- a. whether Samsung misrepresented the quality of the Class Dryers;
- b. whether the Class Dryers had a Defect due to eventual cracked drums;
- c. whether Samsung omitted the Defect from its disclosure of the properties of the Class Dryers to consumers;
- d. whether Samsung’s conduct violated the California Unfair Competition Law;
- e. whether Samsung’s conduct violated the California False Advertising Law;
- f. whether Samsung’s conduct violated the California Consumers Legal Remedies Act;
- g. whether Samsung’s conduct violated the New Jersey Consumer Fraud Act;

- h. whether Samsung's conduct violated the New Mexico Unfair Practices Act;
- i. whether Samsung's conduct violated the Ohio Consumer Sales Practices Act;
- j. whether Samsung's conduct violated the Ohio Deceptive Trade Practices Act;
- k. whether Samsung breached express warranties under the Magnuson-Moss Warranty Act;
- l. whether Samsung's conduct resulted in unlawful common law fraud;
- m. whether Samsung's conduct resulted in unlawful negligent misrepresentation;
- n. whether Samsung's conduct resulted in it receiving unjust enrichment at the expense of Plaintiffs and the Class;
- o. whether Plaintiffs and Class members are entitled to monetary damages and/or other remedies and, if so, the nature of any such relief; and
- p. whether the Court should apply the law of Ohio to the entire Class because some of Samsung's conduct emanated from conduct within Ohio.

57. Typicality: All of Plaintiffs' claims are typical of the claims of the Class since each Class Dryer was advertised with the same type of false and/or misleading statements, regardless of model or production year, and whether it was gas or electric. Plaintiffs and all members of the Class sustained monetary and economic injuries including, but not limited to, ascertainable losses arising out of Samsung's wrongful conduct. Plaintiffs are advancing the same claims and legal theories on behalf of themselves and all absent Class members.

58. Adequacy: Plaintiffs are adequate Class representatives because their interests do not materially or irreconcilably conflict with the interests of the Class that they seek to represent, they have retained counsel competent and highly experienced in complex class action litigation, and they intend to prosecute this action vigorously. The interests of the Class will be fairly and adequately protected by Plaintiffs and their counsel.

59. Superiority: A class action is superior to all other available means of fair and

efficient adjudication of the claims of Plaintiffs and members of the Class. The injury suffered by each individual Class member is relatively small in comparison to the burden and expense of individual prosecution of the complex and extensive litigation necessitated by Samsung's conduct. It would be virtually impossible for members of the Class individually to effectively redress the wrongs done to them. Even if the members of the Class could afford such individual litigation, the court system could not. Individualized litigation presents a potential for inconsistent or contradictory judgments. Individualized litigation increases the delay and expense to all parties and to the court system presented by the complex legal and factual issues of the case. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court. Members of the Class can be readily identified and notified based on, *inter alia*, Samsung's records and databases.

60. Samsung has acted, and refused to act, on grounds generally applicable to the Class, thereby making appropriate final injunctive and equitable relief with respect to the Class as a whole.

61. New Jersey's substantive laws may be constitutionally applied to the claims of Plaintiffs and the Class under the Due Process Clause, 14th Amend., § 1, and the Full Faith and Credit Clause, art. IV., § 1, of the U.S. Constitution. New Jersey has significant contact, or significant aggregation of contacts, to the claims asserted by Plaintiffs and all Class members, thereby creating state interests that ensure that the choice of New Jersey state law is not arbitrary or unfair. Specifically, Samsung is headquartered in New Jersey, has advertised and sold its products in New Jersey, and upon information and belief, all of the harmful conduct alleged herein emanated from Samsung's New Jersey headquarters.

VIOLATIONS ALLEGED

COUNT I

**VIOLATIONS OF CALIFORNIA’S UNFAIR COMPETITION LAW (“UCL”)
(Cal. Bus. & Prof. Code §§ 17200 *et seq.*)
(On Behalf of the California Class)**

62. Plaintiffs and the Class re-allege and incorporate by reference the allegations contained in all preceding paragraphs of this Class Action Complaint as though set forth fully herein.

63. California’s Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*, prohibits acts of “unfair competition,” including any “unlawful, unfair or fraudulent business act or practice” and “unfair, deceptive, untrue or misleading advertising.”

64. Samsung has engaged in unfair competition and unfair, unlawful or fraudulent business practices by the conduct, statements, and omissions described above, and by knowingly and intentionally concealing from Plaintiffs and the Class members the Defect within the Class Dryers. Defendant should have disclosed this information because it was in a superior position to know the true facts related to the Defect within the Dryers, and Plaintiffs and Class members could not reasonably be expected to learn or discover the true facts related to the Defect within the Class Dryers.

65. These acts and practices have deceived Plaintiffs and are likely to deceive the public. In failing to disclose the Defect within the Class Dryers and suppressing other material facts from Plaintiffs and the Class members, Defendant breached its duties to disclose these facts, violated the UCL, and caused injuries to Plaintiffs and the Class members. The omissions and acts of concealment by Defendant pertained to information that was material to Plaintiffs and the Class members, as it would have been to all reasonable consumers.

66. The injuries suffered by Plaintiffs and the Class members are greatly outweighed by any potential countervailing benefit to consumers or to competition, nor are they injuries that Plaintiffs and the Class members could have reasonably avoided.

67. Defendant’s acts and practices are unlawful because they violate California Civil Code §§ 1668, 1709, 1710, and 1750 *et seq.*, and California Commercial Code § 2313.

68. Plaintiffs seek to enjoin further unlawful, unfair and/or fraudulent acts or

practices by Defendant, to obtain restitutionary disgorgement of all monies and revenues generated as a result of such practices, and all other relief allowed under California Business & Professions Code § 17200.

COUNT II
VIOLATIONS CALIFORNIA'S FALSE ADVERTISING LAW
(Cal. Bus. & Prof. Code §§ 17200 *et seq.*)
(On Behalf of the California Class)

69. Plaintiffs and the Class re-allege and incorporate by reference the allegations contained in all preceding paragraphs of this Class Action Complaint as though set forth fully herein.

70. California Business & Professions Code § 17500 states: “It is unlawful for any . . . corporation . . . with intent directly or indirectly to dispose of real or personal property . . . to induce the public to enter into any obligation relating thereto, to make or disseminate or cause to be made or disseminated . . . from this state before the public in any state, in any newspaper or other publication, or any advertising device, . . . or in any other manner or means whatever, including over the Internet, any statement . . . which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading.”

71. Samsung caused to be made or disseminated through California and the United States, through advertising, marketing and other publications, statements that were untrue or misleading, and which were known, or which by the exercise of reasonable care should have been known to Defendant, to be untrue and misleading to consumers, including Plaintiffs and the other Class members.

72. Samsung has violated section 17500 because the misrepresentations and omissions regarding the functionality of its Class Dryers as set forth in this Complaint were material and likely to deceive a reasonable consumer.

73. Plaintiffs and the other Class members have suffered an injury in fact, including

the loss of money or property, as a result of Defendant's unfair, unlawful, and/or deceptive practices. In purchasing their Class Dryers, Plaintiffs and the other Class members relied on the misrepresentations and/or omissions of Defendant with respect to the reliability of the Class Dryers. Defendant's representations were untrue because the Dryers were manufactured and sold with the Defect. Had Plaintiffs and the other Class members known this, they would not have purchased their Class Dryers and/or paid as much for them. Accordingly, Plaintiffs and the other Class members overpaid for their Dryers and did not receive the benefit of their bargain.

74. All of the wrongful conduct alleged herein occurred in the conduct of Samsung's business.

75. Plaintiffs, individually and on behalf of the other Class members, request that this Court enter such orders or judgments as may be necessary to restore to Plaintiffs and the other Class members any money Defendant acquired by unfair competition, including restitution and/or restitutionary disgorgement, and for such other relief set forth below.

COUNT III
VIOLATIONS CALIFORNIA'S CONSUMER LEGAL REMEDIES ACT ("CLRA")
(Cal. Civ. Code §§ 1750 *et seq.*)
(On Behalf of the California Class)

76. Plaintiffs and the Class re-allege and incorporate by reference the allegations contained in all preceding paragraphs of this Class Action Complaint as though set forth fully herein.

77. Samsung is a person as that term is defined in California Civil Code § 1761(c).

78. Plaintiffs and the Class are "consumers" as that term is defined in California Civil Code § 1761(d).

79. Samsung engaged in unfair and deceptive acts in violation of the CLRA by the practices described above, and by knowingly and intentionally concealing from Plaintiffs and Class members that the Class Dryers are defective. These acts and practices violate, at a minimum, the following sections of the CLRA:

(a)(5) Representing that goods or services have sponsorships, characteristics, uses, benefits or quantities which they do not have, or that a person has a sponsorship, approval, status, affiliation or connection which he or she does not have;

(a)(7) Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another; and

(a)(9) Advertising goods and services with the intent not to sell them as advertised.

80. Samsung's unfair or deceptive acts or practices occurred repeatedly in Samsung's trade or business and were capable of deceiving a substantial portion of the purchasing public.

81. Samsung knew that the Class Dryers were defective, prone to failing for their essential purpose as phones, and would become useless as a result of reasonable and foreseeable use by consumers.

82. Samsung was under a duty to Plaintiffs and the Class members to disclose the defective nature of the Class Dryers because:

(a) Samsung was in a superior position to know the true state of facts about the Defect in the Class Dryers;

(b) Plaintiffs and the Class members could not reasonably have been expected to learn or discover that the Class Dryers were defective and not in accordance with Samsung's advertisements and representations;

(c) Samsung knew that Plaintiffs and the Class members could not reasonably have been expected to learn or discover the Defect in the Class Dryers; and

(d) Defendant actively concealed and failed to disclose the Defect from Plaintiffs and the Class.

83. In failing to disclose the Defect within the Class Dryers at the time of sale, Samsung has knowingly and intentionally concealed material facts and breached its duty not to do so.

84. The facts concealed or not disclosed by Samsung to Plaintiffs and the Class members are material in that a reasonable consumer would have considered them to be important in deciding whether to purchase Samsung Dryers or pay a lesser price. Had Plaintiffs and the Class known about the Defect in the Class Dryers, they would not have purchased the Dryers or would have paid less for them.

85. Plaintiffs have provided Samsung with notice of its violations of the CLRA pursuant to California Civil Code § 1782(a) and currently seek injunctive relief. After the 30-day notice period expires, Plaintiffs will amend this complaint to seek monetary damages under the CLRA.

86. Plaintiffs and the other Class members' injuries were proximately caused by Samsung's fraudulent and deceptive business practices.

87. Therefore, Plaintiffs and the other Class members are entitled to equitable and monetary relief under the CLRA.

COUNT IV
VIOLATIONS OF THE NEW JERSEY CONSUMER FRAUD ACT
(N.J. STAT. ANN. §§ 56:8-1, *et seq.*)
(On Behalf of the Nationwide Class or, Alternatively, the New Jersey Class)

88. Plaintiffs and the Class re-allege and incorporate by reference the allegations contained in all preceding paragraphs of this Class Action Complaint as though set forth fully herein.

89. The New Jersey Consumer Fraud Act, N.J. Stat. Ann. §§ 56:8-1, *et seq.* ("NJCFA") protects consumers against "any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing, concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise..." N.J. Stat. Ann. §56:8-2.

90. Plaintiffs and Class members are consumers who purchased Class Dryers.

91. In the course of Defendant's business, it knowingly concealed, suppressed, and/or omitted the fact that the Class Dryers are defective, with the intent that Plaintiffs and the

putative Class rely upon that concealment, suppression, and/or omission when purchasing the Class Dryers. The cracked drums, which manifest in all or substantially all Class Dryers, are material to a reasonable consumer in that they essentially render the Class Dryers unusable, create unreasonable levels of noise in households, damage consumers' clothing, and pose an increased risk of fire when the crack exposes the heating element so that lint build-up occurs.

92. Defendant has engaged in unfair and deceptive trade practices, including representing that the Class Dryers have characteristics, uses, benefits, and qualities which they do not have; representing that the Class Dryers are of a particular standard and quality when they are not; advertising Class Dryers with the intent to not sell them as advertised; and otherwise engaging in conduct likely to deceive. Further, Samsung's acts and practices described herein offend established public policy because of the harm they cause to consumers, motorists, and pedestrians outweighs any benefit associated with such practices, and because Samsung fraudulently concealed the defective nature of the Class Dryers from consumers.

93. Samsung's actions as set forth above occurred in the conduct of trade or commerce.

94. Defendant's conduct caused Plaintiffs and Class members to suffer an ascertainable loss. Plaintiffs and the other Class members bought Dryers they otherwise would not have, overpaid for their Dryers and did not receive the benefit of their bargain. Plaintiffs and Class members have also incurred costs for replacement parts and installation, have experienced loud noises from the Class Dryers in their households as well as damaged clothing due to the Defect, and have been exposed to a safety risk.

95. Plaintiffs' and other Class members' damages are the direct and foreseeable result of Defendant's unlawful conduct. Had the Defect in the Class Dryers been disclosed, consumers would not have purchased or would have paid less for the Dryers and would have been spared the subsequent expenses and inconvenience.

96. Therefore, Defendant has violated the New Jersey Consumer Fraud Act.

COUNT V
VIOLATIONS OF THE NEW MEXICO UNFAIR PRACTICES ACT
(N.M. Stat. Ann. §§ 57-12-1, *et seq.*)
(On Behalf of the New Mexico Class)

97. Plaintiffs and the Class re-allege and incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

98. Defendant is a “person” within the meaning of N.M. Stat. Ann. §§ 57-12-2.

99. Defendant has engaged in “trade” or “commerce” within the meaning of N.M. Stat. Ann. § 57-12-2 by advertising and offering for sale or distribution its Dryers.

100. The New Mexico Unfair Trade Practices Act (“New Mexico UTPA”) makes unlawful “a false or misleading oral or written statement, visual description or other representation of any kind knowingly made in connection with the sale, lease, rental or loan of goods or services . . . by a person in the regular course of his trade or commerce, which may, tends to or does deceive or mislead any person,” including but not limited to “failing to state a material fact if doing so deceives or tends to deceive.” N.M. Stat. Ann. § 57-12-2(D).

101. In the course of its business, Defendant violated the New Mexico UTPA as detailed above. Specifically, by designing, manufacturing, marketing, and selling its Dryers containing the drum Defect, Defendant engaged in one or more of the following unfair or deceptive acts or practices as prohibited by the New Mexico UTPA:

(a) Representing that goods or services have characteristics, uses, benefits that they do not have, N.M. Stat. Ann. § 57-12-2(D)(5);

(b) Representing that goods or services are of a particular standard, quality, or grade, N.M. Stat. Ann. § 57-12-2(D)(7);

(c) Using exaggeration, innuendo or ambiguity as to a material fact or failing to state a material fact if doing so deceives or tends to deceive, N.M. Stat. Ann. § 57-12-2(D)(14);

(d) Taking advantage of the lack of knowledge, ability, experience or capacity of a person to a grossly unfair degree, N.M. Stat. Ann. § 57-12-2(E)(1); or

(e) Resulting in a gross disparity between the value received by a person and the price paid, N.M. Stat. Ann. § 57-12-2(E)(2).

102. Defendant's scheme and concealment of the true characteristics and qualities of the Class Dryers and their drums were material to Plaintiffs and the Class, as Defendant intended. Had Plaintiffs and the Class known their true quality, they would not have purchased the Class Dryers, or would have paid significantly less for them.

103. Plaintiffs and the Class had no way of discerning that Defendant's representations were false and misleading, or otherwise learning the facts that Defendant had concealed or failed to disclose, because Defendant was in a superior position to know the true facts related to the Defect within the Class Dryers, and Plaintiffs and Class members could not reasonably be expected to learn or discover the true facts related to the Defect within the Class Dryers.

104. Defendant had an ongoing duty to Plaintiffs and the Class to refrain from unfair and deceptive practices under the New Mexico UTPA in the course of its business, including a duty to disclose all material facts to the Defect within the Class Dryers because it possessed exclusive knowledge, intentionally concealed such knowledge from Plaintiffs and the Class and/or made misrepresentations that were rendered misleading because there were contradicted by withheld facts.

105. Plaintiffs and the Class suffered ascertainable loss and actual damages as a direct and proximate result of Defendant's concealment, misrepresentations, and/or failure to disclose material information.

106. Defendant's violations present a continuing risk to Plaintiffs and the Class, as well as to the general public. Defendant's unlawful acts and practices complained of herein affect the public interest.

107. Pursuant to N.M. Stat. Ann. § 57-12-10, Plaintiffs and the Class seek an order enjoining Defendant's unfair and/or deceptive acts or practices, and awarding damages, punitive damages, and any other just and proper relief available under the New Mexico UTPA.

COUNT VI
VIOLATIONS OF THE OHIO CONSUMER SALES PRACTICES ACT
(Ohio Rev. Code §§ 1345.01 *et seq.*)
(On Behalf of the Ohio Class)

108. Plaintiffs and the Class re-allege and incorporate by reference the allegations contained in all preceding paragraphs of this Class Action Complaint as though set forth fully herein.

109. Plaintiffs and the Class members are “consumers” within the meaning of the Ohio Deceptive Trade Practices Act, Ohio Rev. Code Ann. § 1345.01(D).

110. Defendant is a “supplier” as defined by Ohio Revised Code §1345.01(C).

111. Defendant’s conduct described herein involves “consumer transactions” as defined in Ohio Revised Code § 1345.01(A).

112. Defendant has engaged in unfair and deceptive trade practices in connection with a consumer transaction, including representing that the Class Dryers have characteristics, uses, benefits, and qualities which they do not have; representing that the Class Dryers are of a particular standard and quality when they are not; advertising Class Dryers with the intent to not sell them as advertised; and otherwise engaging in conduct likely to deceive.

113. Defendant’s misrepresentations and false, deceptive, and misleading statements with respect to the Class Dryers, as described above, constitute deceptive acts or practices.

114. As a result of its misrepresentations and false, deceptive, and misleading statements with respect to the Class Dryers, as described above, Defendant has violated the Ohio Revised Code §1345.02.

115. Defendant acted in the face of prior notice that its conduct was deceptive, unfair, or unconscionable. Material omissions and misrepresentations concerning a product constitute a violation of the statute. It is also a deceptive act or practice for purposes of the OCPSA if a supplier makes representations, claims, or assertions of fact in the absence of a reasonable basis in fact.

116. Additionally, the Ohio Attorney General has made the following materials,

among others, publicly available for inspection, which materials declare actions similar to the Defendant's to be unfair, deceptive, and unconscionable:

- Judgment Entry in *State ex rel. Brown v. Lyons, Rogers v. Airborne Health, Inc.*, No. A742156, Court of Common Pleas, Franklin County, Public Inspection File No. 1000304;
- Judgment Entry in *State ex rel. Cordray v. The Dannon Company, Inc.*, No. 10 CVH-12-18225, Court of Common Pleas, Franklin County, Public Inspection File No. 10002917;
- Judgment Entry in *State ex rel. Dewine v. GlaxoSmithKline, LLC*, No. CI- 2011-3928, Court of Common Pleas, Franklin County, Public Inspection File No. 10002956.

117. Furthermore, the following Ohio Courts have declared actions similar to the Defendant's to be unfair, deceptive and unconscionable:

- *Nessle v. Whirlpool Corp.*, No. 1:07CV3009, 2008 WL 2967703 (N.D. Ohio July 25, 2008);
- *Sovel v. Richardson*, No. 17150, 1995 WL 678558 (Ct. App. Ohio Nov. 15, 1995);
- *Hoffer v. Cooper Wiring Devices, Inc.*, No. 1:06CV763, 2007 WL 1725317 (N.D. Ohio June 13, 2007);
- *Delahunt v. Cyrodyne Technologies*, 241 F.Supp.2d 827 (S.D. Ohio 2003);
- *Howard v. Norman's Auto Sales*, No. 02AP-1001, 2003 WL 21267261 (Franklin Cty., 10th App. Dist. Jun. 3, 2003); and
- *Brown v. Lyons*, 332 N.E.2d 380 (Ohio Ct. Comm. Pls. 1974).

118. As a direct and proximate result of Defendant's violation of Ohio Revised Code § 1345.02, Plaintiffs and the Class Members have suffered actual damages, the full amount of which will be proven at trial.

119. Pursuant to Ohio Revised Code § 1345.09(A) and Fed. R. Civ. P. 23, the Ohio Plaintiff and Ohio Class Members are entitled to rescind the consumer transactions or recover

actual damages, plus an amount not exceeding \$5,000 in non-economic damages.

120. Pursuant to Ohio Revised Code §1345.09(E), the Ohio Plaintiff and Ohio Class Members seek an order enjoining the above-described wrongful acts and practices of the Defendant and for restitution and disgorgement.

121. Pursuant to Ohio Revised Code §1345.09(F), Plaintiffs, individually and on behalf of the other Class members, seek damages and attorneys' fees and cost.

122. Pursuant to Section 1345.09(E), this Complaint will be served upon the Ohio Attorney General.

COUNT VII
VIOLATIONS OF THE OHIO DECEPTIVE TRADE PRACTICES ACT
(Ohio Rev. Code. Ch. 4165)
(On Behalf of the Ohio Class)

123. Plaintiffs and the Class re-allege and incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

124. Defendant is a "person" as defined in Ohio Revised Code § 4165.01(D).

125. In violation of Ohio Rev. Code § 4165.02(A), Defendant has engaged in a deceptive trade practice by using deceptive representations in connection with goods; representing that goods have sponsorship, approval, characteristics, uses, or that they do not have; represent that goods are of a particular standard, quality, or grade when they are of another; and advertise goods with intent not to sell them as advertised.

126. As a result of its deceptive trade practices with respect to the Class Dryers, Defendant has violated the Ohio Revised Code § 4165.02(A).

127. Defendant's violations of Ohio's Deceptive Trade Practices Act have caused the Plaintiffs and Class Members actual damages.

128. Plaintiffs and the Class seek actual damages and/or equitable relief, attorneys' fees and costs, and to enjoin Defendant on the terms that the Court considers reasonable.

COUNT VIII
BREACH OF WRITTEN WARRANTY

**UNDER THE MAGNUSON-MOSS WARRANTY ACT
(On Behalf of the Nationwide Class, or Alternatively, the State Subclasses)**

129. Plaintiffs and the Class re-allege and incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

130. Plaintiffs and the Class members are “consumers” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

131. Defendant is a “supplier” and “warrantor” within the meaning of 15 U.S.C. §§ 2301(4)-(5).

132. The Class Dryers are “consumer products” within the meaning of 15 U.S.C. § 2301(1).

133. Defendant’s warranties are “written warranties” within the meaning of 15 U.S.C. § 2301(6).

134. Defendant breached the express warranties by refusing and/or failing to honor the express warranties by repairing or replacing, free of charge, the cracked drums.

135. Plaintiffs and the other Class members relied on the existence and length of the express warranties in deciding whether to purchase the Dryers.

136. Defendant’s breach of the express warranties has deprived Plaintiffs and the other Class members of the benefit of their bargain.

137. The amount in controversy of Plaintiffs’ individual claims meets or exceeds the sum or value of \$25.00. In addition, the amount in controversy meets or exceeds the sum or value of \$50,000 (exclusive of interests and costs) computed on the basis of all claims to be determined in this suit.

138. Defendant has been afforded a reasonable opportunity to cure its breach of the written warranties and/or Plaintiffs and the other Class members were not required to do so because providing Defendant a reasonable opportunity to cure its breach of written warranties would have been futile. Defendant was also on notice of the Defect from the complaints and

service requests it received from Class members, as well as from its own warranty claims, customer complaint data, and/or parts sales data.

139. As a direct and proximate cause of Defendant's breach of the written warranties, Plaintiffs and the other Class members sustained damages and other losses in an amount to be determined at trial. Defendant's conduct damaged Plaintiffs and the other Class members, who are entitled to recover actual damages, consequential damages, specific performance, diminution in value, costs, including statutory attorney fees, and/or other relief as deemed appropriate.

COUNT IX
UNJUST ENRICHMENT
(On Behalf of the Nationwide Class, or Alternatively, the the State Subclasses)

140. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

141. Plaintiffs bring this cause of action on behalf of themselves and on behalf of the members of the Class against Defendant.

142. Plaintiffs and members of the Class conferred a benefit on Defendant by purchasing the Class Dryers.

143. Defendant had knowledge that this benefit was conferred upon them.

144. Defendant has been unjustly enriched at the expense of Plaintiffs and the Class, and its retention of this benefit under the circumstances would be inequitable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and members of the Class, respectfully request that this Court:

- A. Determine that the claims alleged herein may be maintained as a class action under Rule 23 of the Federal Rules of Civil Procedure, and issue an order certifying one or more Classes as defined above;
- B. Appoint Plaintiffs as the representative of the Class and their counsel as Class counsel;

- C. Award all actual, general, special (including treble), incidental, statutory, and consequential damages to which Plaintiffs and Class members are entitled;
- D. Award pre-judgment and post-judgment interest on such monetary relief;
- E. Grant appropriate injunctive and/or declaratory relief;
- F. Award reasonable attorneys' fees and costs; and
- G. Grant such further relief that this Court deems appropriate.

DEMAND FOR JURY TRIAL

Plaintiffs respectfully demand a trial by jury on all issues so triable.

Dated: April 27, 2018

Respectfully submitted,

By: /s/Daniel R. Karon
Daniel R. Karon (00696304)
Beau D. Hollowell (0080704)
KARON LLC
700 W. St. Clair Ave., Suite 200
Cleveland, OH 44113
Telephone: (216) 622-1851
Facsimile: (216) 241-8175

Joseph G. Sauder
SAUDER SCHELKOPF
555 Lancaster Avenue
Berwyn, Pennsylvania 19312
Telephone: 610.200.0580
Facsimile: 610.727.4360
Email: jgs@sstrialawyers.com

Bruce D. Greenberg
Susana Cruz Hodge
LITE DEPALMA GREENBERG LLC
570 Broad Street, Suite 1201
Newark, NJ 07102
Telephone: (973) 623-3000
Email: bgreenberg@litedepalma.com
scrushodge@litedepalma.com

Counsel for Plaintiffs and the Putative Classes

Attachment “A”

Models Included in “Class Dryers”

DV330AEB/XAA	DV42H5600EP/AC	DV50K7500GW/A3	DV52J8700EP/A2
DV330AEW/XAA	DV42H5600EW/A3	DV511AER/XAA	DV42H5200EP
DV330AEW/XAC	DV42H5600GP/A3	DV511AEW/XAA	DV45K6200EZ/A3
DV330AGB/XAA	DV42H5600GW/A3	DV511AEW/XAC	DV48H7400EWIA2
DV330AGW/XAA	DV431AEP/XAA	DV511AGR/XAA	DV330AEW/XXA
DV340AEG/XAC	DV431AEP/XAC	DV511AGW/XAA	DV350AGM/XAA
DV340AER/XAC	DV431AEW/XAA	DV520AEP/XAA	DV331AGW
DV350AEG/XAC	DV431AGP/XAA	DV520AEP/XAC	DV42H5000EWA3
DV350AEP/XAA	DV431AGW/XAA	DV520AEW/XAA	DV40J3000EW/A2
DV350AEP/XAC	DV435ETGJRA/A1	DV520AGP/XAA	
DV350AER/XAA	DV435ETGJRA/AC	DV520AGW/XAA	
DV350AER/XAC	DV435ETGJWR/A1	DVE55M9600V/A3	
DV350AEW/XAA	DV435GTGJRA/A1	DVE55M9600W/A3	
DV350AGP/XAA	DV435GTGJWR/A1	DVE60M9900V/A3	
DV350AGR/XAA	DV438AEL/XAC	DVE60M9900W/A3	
DV350AGW/XAA	DV438AER/XAA	DVG55M9600V/A3	
DV395ETPARA/A1	DV438AGR/XAA	DVG55M9600W/A3	
DV395ETPASU/A1	DV448AEE/XAA	DVG60M9900V/A3	
DV395ETPAWR/A1	DV448AEP/XAA	DVG60M9900W/A3	
DV395GTPARA/A1	DV448AEP/XAC	DV45H7000EW/A2	
DV395GTPASU/A1	DV448AEW/XAA	DV45H7000EW/AC	
DV395GTPAWR/A1	DV448AEW/XAC	DV45H7000GW/A2	
DV405ETPAGR/AC	DV448AGE/XAA	DV48H7400EW/A2	
DV405ETPASU/AA	DV448AGP/XAA	DV48H7400GW/A2	
DV405ETPASU/AC	DV448AGW/XAA	DV45H7200EW/AC	
DV405ETPAWR/AA	DV455EVGSGR/AA	DV45H7400EP/AC	
DV405GTPASU/AA	DV455EVGSGR/AC	DV48H7400GP/A2	
DV405GTPASU/AX	DV455EVGSWR/AA	DV48J7770EW/A2	
DV405GTPAWR/AA	DV455EVGSWR/AC	DV48J7770GP/A2	
DV407AEW/XAA	DV455GVGSGR/AA	DV48J7770GW/A2	
DV407AGW/XAA	DV455GVGSWR/AA	DV48J7770EW/A2	
DV409AER/XAA	DV457E1GSGR/A1	DV48J7770GW/A2	
DV409AEW/XAA	DV457EVGSGR/AA	DV48J7770EP/A2	
DV409AGR/XAA	DV457EVGSGR/AC	DV48J7770EW/AC	
DV409AGW/XAA	DV457EVGSWR/AA	DV45H7000EP/A3	
DV409SEL/XAC	DV457GVGSGR/AA	DV45H7000GP/A3	
DV410AER/XAA	DV457GVGSWR/AA	DVE52M7750W/A3	
DV410AEW/XAA	DV45H6300EG/A3	DVE52M8650V/A3	
DV410AEW/XAC	DV45H6300EG/AC	DVE52M8650W/A3	

DV410AGR/XAA	DV45H6300EP/AC	DVG52M7750W/A3	
DV410AGW/XAA	DV45H6300EW/A3	DVG52M8650V/A3	
DV419AES/XAC	DV45H6300EW/AC	DVG52M8650W/A3	
DV419AEU/XAA	DV45H6300GG/A3	DV210AEW/XAA	
DV419AEW/XAA	DV45H6300GW/A3	DV331AEW/XAA	
DV419AGU/XAA	DV45K6500EV/A3	DV350AEW/XAA	
DV419AGW/XAA	DV45K6500EW/A3	DV52J8700EW/A2	
DV428AEL/XAC	DV45K6500GV/A3	DV42H5400EF	
DV428AEW/XAC	DV45K6500GW/A3	DV45K6200EZ	
DV42H5600EF/AC	DV50K7500EV/A3	DV350AG	
DV42H5600EG/AC	DV50K7500EW/A3	DV350AE	
DV42H5600EP/A3	DV50K7500GV/A3	DV365ETBGWR	